

No. 14113

**FRANCE
and
CANADA**

**Agreement concerning films and film-productions (with
rules of procedure). Signed at Ottawa on 8 May 1974**

Authentic texts: French and English.

Registered by France on 16 July 1975.

**FRANCE
et
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**Accord sur les relations cinématographiques (avec règles de
procédure). Signé à Ottawa le 8 mai 1974**

Textes authentiques : français et anglais.

Enregistré par la France le 16 juillet 1975.

AGREEMENT¹ BETWEEN FRANCE AND CANADA CONCERNING FILMS AND FILM-PRODUCTIONS

The Government of the French Republic and the Government of Canada,

Considering that it would be in the interests of the film industries of their respective countries firstly to encourage the co-production of films that would enhance the reputation and contribute to the economic expansion of the French and the Canadian cinema, and secondly to foster the exchange of films between their two countries,

Have agreed as follows:

Article I. 1. Films co-produced and qualified under the present Agreement are by full right entitled to the benefits resulting from the provisions concerning the film industry which are in force or from those which may be decreed in each country.

2. These benefits accrue solely to the producer of the country that grants them.

3. Films to be co-produced by the two countries must be approved after consultation between the competent authorities of both countries:

In France: by the Director General of le Centre national de la cinématographie;

In Canada: by the Secretary of State.

Article II. 1. In order to qualify for the benefits of co-production, films must be undertaken by producers who have good technical organization, sound financial backing and recognized professional standing.

2. Studio shooting must be carried out in one or other of the countries participating in the co-production. If the scenario or the subject of the film so requires, location shooting, exterior or interior, in a country not participating in the co-production, may be authorized.

Article III. 1. The films must be made by French or Canadian directors, or directors who are privileged residents in France, with the participation of technicians and performers of French or Canadian nationality, or privileged residents in France or landed immigrants in Canada.

2. Should the film so require, the participation of performers who are not citizens of one of the co-producing countries may be permitted, subject to agreement between the competent authorities of both countries. Foreign performers who are normally resident and employed in France or Canada may take part in co-production as residents of one or the other of the said countries.

Article IV. 1. The proportion of the respective contributions of the producers of the two countries may vary from twenty to eighty (20-80) per cent for each film.

2. The minority co-producer shall be required to make an effective technical and creative contribution. In principle, the contribution of the minority co-producer in creative staff, technicians and actors shall be in proportion to his investment. In all cases, such contribution shall include the participation of one writer, one techni-

¹ Came into force on 7 June 1974, i.e., 30 days after the date of signature, in accordance with article XIX(1).

cian, one performer in a leading role and one performer in a supporting role. In exceptional circumstances, departures herefrom may be made jointly by the competent authorities of both countries.

Article V. 1. The Contracting Parties look favourably upon the co-production of films meeting international standards by France and Canada and countries to which either of the said parties is bound by co-production agreements.

2. The conditions of acceptance for such films shall be determined in each case.

3. No minority contribution to such films shall be less than twenty (20) per cent of the budget.

Article VI. 1. In general, an overall balance must be achieved with respect both to participation by performers and technicians, and to the financial and technical resources of both countries (studios and laboratories).

2. The Joint Commission referred to in Article XVIII of this Agreement shall determine whether such a balance has been achieved, and shall decide what measures are necessary in order to correct any imbalance.

Article VII. 1. The co-production of short films shall be authorized by the competent authorities of both countries after examination of each project.

2. The term "short film" shall be used to designate a film not exceeding 1,600 meters in length in the case of 35 mm. film or the corresponding length in the case of other sizes.

3. Such films shall be made within the framework of a financially balanced co-production process, and shall involve the creative participation of a film-maker from each of the two countries.

Article VIII. Two negatives or one negative and one duplicate negative shall be made of all co-produced films. Each co-producer shall be the owner of a negative or duplicate negative and shall be entitled to make further duplicates or prints therefrom. Moreover, each co-producer shall be entitled to use the original negative in accordance with the conditions agreed upon between the co-producers.

Article IX. 1. Two versions may be made of each film, one in French and the other in English. If the film is shot only in English, a dubbed French version must be made. Dubbing shall be carried out either in France or in Canada. The choice shall be made by agreement between the co-producers or, failing such agreement, by the majority co-producer. In this case, the minority co-producer is at liberty to prepare, at his own expense, the version for use in his home market.

2. If a film is shot only in French, and if a dubbed English version is made of it, dubbing shall be carried out in the country chosen by agreement between the co-producers or, in the event of a disagreement, by the majority co-producer. In this case, the minority co-producer is at liberty to prepare, at his own expense, the version for use in his home market.

Article X. Subject to legislation and regulations in force, each Contracting Party shall facilitate the entry into and temporary residence in its territory of the creative and technical personnel of the other Party. They shall similarly permit the temporary entry and re-export of any film equipment necessary for the production of films under this Agreement.

Article XI. Contract clauses providing for the sharing of markets and receipts between co-producers shall be subject to approval by the competent authorities of both countries. Such sharing shall in principle be based on the percentage of the respective contributions of the co-producers.

Article XII. Approval of a proposal for the co-production of a film by the competent authorities of both countries is in no way binding upon them in respect of the granting of permission to show the film thus produced.

Article XIII. Where a co-produced film is exported to a country that has quota regulations:

- (a) it shall in principle be included in the quota of the country of the majority co-producer;
- (b) if the respective contributions of the co-producers are equal, it shall be included in the quota of the country that has the best opportunity of arranging for its exhibition;
- (c) if any difficulties arise, it shall be included in the quota of the country of which the director of the film is a national;
- (d) if one of the co-producing countries enjoys unrestricted entry of its films into the importing country, co-produced films shall, like national films, be entitled by full right to such unrestricted entry.

Article XIV. 1. Co-produced films shall when shown be identified as France-Canada or Canada-France co-productions.

2. Such identification shall appear in a separate credit title, in all commercial advertising, whenever co-produced films are shown at artistic or cultural events and at international festivals.

Article XV. 1. Co-produced films shall normally be entered in international festivals by the country of the majority co-producer.

2. Films produced on the basis of equal contributions shall be entered by the country of which the director is a national.

Article XVI. The competent authorities of both countries shall jointly establish the rules of procedure for co-productions, taking into account the legislation and regulations in force in France and Canada.

Article XVII. 1. No restrictions shall be placed on the import, distribution and exhibition of Canadian films in France or French films in Canada other than those contained in the legislation and regulations in force in the two countries.

2. Moreover, the Contracting Parties affirm their desire to foster by all available means the distribution in each of their respective countries of films from the other country.

Article XVIII. 1. While this Agreement is in effect, a meeting of a Joint Commission shall be convened annually by the authorities referred to in Article I hereof.

2. The Director General of le Centre national de la Cinématographie shall designate the head of the French delegation.

3. The Secretary of State shall designate the head of the Canadian delegation.
4. The heads of delegation shall be assisted by duly appointed officials and experts.
5. The Joint Commission shall be responsible for examining and solving difficulties arising out of the implementation of this Agreement, for considering possible amendments to the Agreement, and for recommending conditions governing its renewal.
6. Either administration may call a special session of the Joint Commission to be held in addition to the annual meeting. In the event of a major change in the internal legislation of either country, such a special session may be convened within a month.

Article XIX. 1. The present Agreement shall come into force thirty (30) days after the day of its signature, replacing the Agreement between France and Canada concerning films and film production of October 11, 1963.¹

2. It shall be valid for a period of three years from the date of its entry into force; a tacit renewal of the Agreement for like periods shall take place unless one or the other of the Contracting Parties gives notice of termination six (6) months before the expiry date. However, co-productions in progress at the time of notice of termination of the Agreement by either Party, shall continue to benefit fully until completion from the conditions of this Agreement. Even after its expiry, the Co-production Agreement shall continue to apply to the liquidation of receipts from films co-produced under this Agreement.

¹ United Nations, *Treaty Series*, vol. 529, p. 71.

EN FOI DE QUOI les soussignés, dûment autorisés par leurs gouvernements, ont apposé ci-dessous leurs signatures.

FAIT en double exemplaire à Ottawa ce 8^e jour de mai 1974, en français et en anglais, les deux textes faisant également foi.

IN WITNESS WHEREOF the undersigned, duly authorized by their governments, have affixed their signatures hereto.

DONE in two copies at Ottawa this 8th day of May 1974, in French and in English, both texts being equally authentic.

Pour le Gouvernement de la République française :
For the Government of the Republic of France:

[*Signé — Signed*]

J. VIOT

Pour le Gouvernement du Canada :
For the Government of Canada:

[*Signé — Signed*]

MITCHELL SHARP

RULES OF PROCEDURE

Application for co-production benefits for any film must be made simultaneously to both administrations at least forty (40) days before shooting begins. The administration of the country of which the majority co-producer is a national shall communicate its proposal to the other administration within twenty (20) days of the submission of complete documentation as described below. The administration of the country of which the minority co-producer is a national shall thereupon communicate its decision within seven (7) days.

Documentation submitted in support of an application shall consist of the following items, drafted in French in the case of France and in English or French in the case of Canada:

- I. A continuity script.
- II. A document providing proof that the copyright for the film adaptation has been legally acquired or, failing this, proof that a valid option has been obtained.
- III. The co-production contract (one signed copy and three certified copies).
The contract shall include:
 1. The title of the film;
 2. The name of the author of the script, or that of the adaptor if it is drawn from a literary source;
 3. The name of the director (a substitution clause is permitted to provide for his replacement if necessary);
 4. The budget;
 5. The financing plan;
 6. The distribution of receipts and markets;
 7. The respective shares of the co-producers in any over- or underexpenditure, which shares shall in principle be proportional to their respective contributions, although the minority co-producer's share in any overexpenditure may be limited to a lower percentage or to a fixed amount;
 8. A clause providing that admission to benefits under this Agreement does not bind the competent authorities in either country to permit public exhibition of the film;
 9. A further clause prescribing the measures to be taken where
 - (a) after full consideration of the case, the competent authorities in either country refuse to grant the benefits applied for, or
 - (b) the competent authorities prohibit the exhibition of the film in either country or its export to a third country, or
 - (c) either party fails to fulfil its commitments;
 10. The period when shooting is to begin;
 11. A clause stipulating that the majority co-producer shall take out an insurance policy covering at least "all production risks" and "all negative risks".
- IV. The distribution contract, where this has already been signed.
- V. A list of the creative and technical personnel indicating their nationalities and, in the case of performers, the roles they are to play.
- VI. The production schedule.

The competent administrations of the two countries can demand any further documents and all other additional information deemed necessary.

In principle, the final shooting script (including the dialogue) should be submitted to the competent administrations prior to the commencement of shooting.

Amendments, including the replacement of a co-producer, may be made in the original contract but they must be submitted for approval by the competent administrations of both countries before the film is finished.

The replacement of a co-producer may be allowed only in exceptional cases and for reasons declared valid by the competent administrations.

The competent administrations will keep each other informed of their decisions, enclosing one copy of the file.
